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Attorneys for Plaintiff Erfan "Eric" Amidi on behalf of  
 himself and all others similarly-situated

**UNITED STATES DISTRICT COURT OF CALIFORNIA**  
**SOUTHERN DISTRICT OF CALIFORNIA**

ERFAN "ERIC" AMIDI, on behalf of himself  
 and all others similarly-situated,

Plaintiffs,

v.

SBC GLOBAL SERVICES, INC., a Delaware  
 Corporation; SBC LONG DISTANCE, LLC, a  
 Delaware Corporation; and AT&T SERVICES,  
 INC., a Delaware Corporation and DOES 1  
 through 100, Inclusive,

Defendants.

CASE NO. '08 CV 0858 H NLS

CLASS ACTION COMPLAINT

1) Failure to Pay Overtime Wages (Lab.  
 Code §1194)

2) Failure to Provide Meal Periods or  
 Compensation in Lieu Thereof (Lab. Code  
 §§226.7, 512; IWC Wage Orders; Cal.  
 Code Regs., Title 8 §11040)

3) Failure to Provide Rest Periods or  
 Compensation in Lieu Thereof (Lab. Code,  
 §226.7; IWC Wage Orders; Cal. Code  
 Regs., Title 8 §11040)

4) Knowing and Intentional Failure to  
 Comply With Itemized Employee Wage  
 Statement Provisions (Lab. Code §226(b))

5) Violations of the Unfair Competition  
 Law (Bus. & Prof. Code §§17200-17208)

**DEMAND FOR JURY TRIAL**

cl

1 Plaintiff Erfan "Eric" Amidi on behalf of himself and all others similarly-situated,  
2 complain and alleges as follows:

3 I.

4 **INTRODUCTION**

5 1. This case arises out of defendants' misclassification of proposed class members as  
6 exempt from overtime pay, resulting in the non-payment of overtime compensation and failure to  
7 provide rest and meal periods to certain California Information-Technology (IT) employees of  
8 Defendant SBC Global Services, Inc. SBC Long Distance, LLC, and AT&T Services, Inc.,  
9 (hereinafter collectively referred to as "SBC" or "Defendants.") The job titles for these proposed  
10 SBC class members have changed through the years encompassed by this action, though job tasks  
11 have changed very little, if at all. The proposed plaintiff Class covers Database Administrators,  
12 Systems Administrators, Network Administrators and all other exempt job positions converted to  
13 non-exempt positions on January 1, 2008, except for those job positions covered in the *Huang v.*  
14 *SBC Services, Inc., et al.*, U.S.D.C. Case No. 06 CV2238 DMS (WM) and the *Shoff v. ATT, SBC*  
15 *Services, Inc., et al.*, U.S.D.C. Case No. 07CV3289 DSF (AGRx) matters. These IT employees  
16 primarily performed non-exempt functions for the Defendants and were misclassified as exempt  
17 employees and not paid overtime compensation during the Class Period, which is defined as four  
18 years prior to the filing of the Complaint through the date of trial.

19 2. The Overtime subclass includes class members who were not paid overtime  
20 compensation. The Meal Period subclass includes Class Members who were denied meal periods  
21 and commensurate pay under Labor Code sections 226.7 and 512. The Rest Period subclass  
22 includes Class Members who were denied rest periods and commensurate pay under Labor Code  
23 section 226.7.

24 3. Class members who ended their employment with the Defendants during the Class  
25 Period, but who were not timely paid wages as required by the Labor Code are entitled to  
26 penalties pursuant to California Labor Code section 203.

27 4. Class members are entitled to penalties pursuant to Labor Code section 226(b) for  
28 Defendants' failure to provide accurate itemized wage statements.

1           5.       As used herein, the term “Plaintiff” means Erfan “Eric” Amidi, who is the named  
2 Plaintiff Class representative; the term “Plaintiff Class” includes the Plaintiff and all members of  
3 the proposed Class.

6. Plaintiff seeks restitution and compensation for work performed and moneys due himself and the Plaintiff Class and subclasses during the “Class Period,” which is defined as four years prior to the filing of this action through the trial date, based upon information and belief that the Defendants are continuing, and will continue, their unlawful practices as described herein.

## 8 II.

9 | **JURISDICTION AND VENUE**

7. United States District Court, Southern District of California has jurisdiction in this matter according to 28 U.S.C. section 1332 because: 1) one or more Defendant is not a citizen of this state, but does conduct business in good standing within the State of California on a regular basis; 2) the Plaintiff is a citizen of California; and 3) exclusive of interests and costs, the liability to the class is likely to exceed the statutory minimum of \$5,000,000.

15           8.       Venue is proper in the Southern District of California as this Court has personal  
16 jurisdiction over Defendants, who regularly conduct business in San Diego County.

17 || **III.**

18 THE PARTIES

19 **A. The Plaintiffs**

20           9.       Plaintiff Erfan “Eric” Amidi is an employee of the Defendants and entitled to  
21 overtime compensation, rest and meal period compensation, wage statement penalties, and  
22 waiting time penalties from the Defendants. Erfan “Eric” Amidi was employed by the Defendants  
23 for a period of time during the Class Period in a salaried position.

24 10. Each of the Plaintiff Class members are identifiable, similarly-situated persons  
25 who were employed in the position of Database Administrator, Systems Administrator, Network  
26 Administrator, and all other exempt job positions converted to non-exempt positions on January  
27 1, 2008, except for those job positions covered in the *Huang v. SBC Services, Inc., et al.*,  
28 U.S.D.C. Case No. 06 CV2238 DMS (WM) and the *Shoff v. ATT, SBC Services, Inc., et al.*,

1 U.S.D.C. Case No. 07CV3289 DSF (AGR<sub>x</sub>) matters.

2 **B. The Defendants**

3 11. Plaintiff is informed and believes, and based thereon alleges, that SBC Global  
4 Services, Inc. is a Delaware corporation with its principal place of business in Chicago, Illinois  
5 and is and was the employer of Plaintiff and the members of Plaintiff Class and subclasses during  
6 the Class Period.

7 12. Plaintiff is informed and believes, and based thereon alleges, that SBC Long  
8 Distance, LLC is a Delaware corporation with its principal place of business in San Antonio,  
9 Texas and is and was the employer of Plaintiff and the members of Plaintiff Class and subclasses  
10 during the Class Period.

11 13. Plaintiff is informed and believes, and based thereon alleges, that AT&T Services,  
12 Inc. is a Delaware corporation with its principal place of business in San Antonio, Texas and is  
13 and was the employer of Plaintiff and the members of Plaintiff Class and subclasses during the  
14 Class Period.

15 14. Plaintiff is ignorant of the true names, capacities, relationships and extent of  
16 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 100,  
17 inclusive, but on information and belief allege that said Defendants are legally responsible for the  
18 payment of overtime compensation, rest and meal period compensation and/or Labor Code section  
19 203 penalties to the Plaintiff Class members by virtue of their unlawful practices, and therefore  
20 sue these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the  
21 true names and capacities of the DOE Defendants when ascertained.

22 15. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
23 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint  
24 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are  
25 legally attributable to the other Defendants.

26 **IV.**

27 **GENERAL ALLEGATIONS**

28 16. California Labor Code section 1194, provides that notwithstanding any agreement

1 to work for a lesser wage, an employee receiving less than the legal overtime compensation is  
2 entitled to recover in a civil action the unpaid balance of their overtime compensation, including  
3 interest thereon, reasonable attorneys fees, and costs of suit.

4 17. Further, Business and Professions Code section 17203 provides that any person  
5 who engages in unfair competition may be enjoined in any court of competent jurisdiction.  
6 Business and Professions Code section 17204 provides that any person who has suffered actual  
7 injury and has lost money or property as a result of the unfair competition may bring an action for  
8 restitution in a court of competent jurisdiction.

9 18. During all, or a portion, of the Class Period, Plaintiff and each member of the  
10 Plaintiff Class were employed by Defendants and each of them, in the State of California.

11 19. Plaintiff and each Plaintiff Class member were non-exempt employees covered  
12 under one or more Industrial Welfare Commission (IWC) Wage Orders, including Wage Order 4-  
13 2000, 4-2001 ("Wage Orders"), Labor Code section 510, and/or other applicable wage orders,  
14 regulations and statutes, and each Plaintiff Class member was not subject to an exemption for  
15 computer, executive, administrative or professional employees, which imposed an obligation on  
16 the part of the Defendants to pay Plaintiff and Plaintiff Class members lawful overtime  
17 compensation, and denied rest and meal period compensation.

18 20. During the Class Period, Defendants were obligated to pay Plaintiff and the  
19 Plaintiff Class overtime compensation for all hours worked over eight (8) hours of work in one (1)  
20 day or forty (40) hours in one week. Defendant regularly required Plaintiff and the Plaintiff Class  
21 to work overtime hours without overtime compensation.

22 21. Plaintiff and each Plaintiff Class member primarily performed non-exempt work in  
23 excess of the maximum regular rate hours set by the IWC in the above Wage Orders, regulations  
24 or statutes, and therefore entitled the Plaintiff and Plaintiff Class members to overtime  
25 compensation at the rate of time and one-half, and when applicable, double time rates as set forth  
26 by the above Wage Orders, regulations and/or statutes.

27 22. During the Class Period, the Defendants, and each of them, required Plaintiff and  
28 Plaintiff Class members to work overtime without lawful compensation, in violation of the

1 various above applicable Wage Orders, regulations and statutes, and the Defendants: (1) willfully  
2 failed and refused, and continue to fail and refuse to pay lawful overtime compensation to the  
3 Plaintiff Class members; and (2) willfully failed and refused, and continue to fail and refuse to pay  
4 wages promptly when due upon termination of employment to each of the Plaintiff Subclass  
5 Members.

6       23. During the Class Period, the Defendants, and each of them, required members of  
7 the Plaintiff Class to work without being given paid 10-minute rest periods as required by law and  
8 without being given a 30-minute meal period and second 30-minute meal periods as required by  
9 law, during which Plaintiff Class members were relieved of all duties and free to leave the  
10 premises. Defendants did not pay any Class member one hour's pay at the employee's regular rate  
11 of pay as premium pay compensation for failure to provide rest and/or meal periods.

12       24. Class member IT employees in the Database Administrator, Systems  
13 Administrator, Network Administrator job positions and all exempt job positions converted to  
14 non-exempt positions on January 1, 2008, except for those job positions covered in the *Huang v.*  
15 *SBC Services, Inc., et al.*, U.S.D.C. Case No. 06 CV2238 DMS (WM) and the *Shoff v. ATT, SBC*  
16 *Services, Inc., et al.*, U.S.D.C. Case No. 07CV3289 DSF (AGRx) matters, during the Class Period  
17 performed primarily non-exempt functions for the Defendants and were misclassified as exempt  
18 employees. They do not qualify under the corporate professional exemption because they are not  
19 paid statutory minimum pay to qualify for this exemption. They are not employed to manage  
20 Defendants' enterprise in managerial duties. They do not perform work related to Defendants'  
21 general business operation but primarily perform functions related to the product or service  
22 provided by Defendants and do not exercise discretion and/or independent judgment to be exempt  
23 in an administrative capacity. Further, they are not employed on an hourly basis with pay not less  
24 than the statutory rate set by the IWC Wage Orders and premium overtime pay. Hence, the work  
25 performed in these employee positions is not exempt work but rather is non-exempt work.

26       25. Class members who ended their employment during the Class Period, but were not  
27 paid the above due overtime compensation timely upon the termination of their employment as  
28 required by Labor Code sections 201-203, are entitled to penalties as provided by California Labor



1 Code section 203.

2 26. Class members are likewise entitled to penalties for defendants' failure to provide  
3 accurate itemized wage statements concerning hours worked and meal periods taken.

4 V.

5 **CLASS ACTION ALLEGATIONS**

6 27. Plaintiff brings this action on behalf of himself and all other similarly-situated  
7 persons, as a class action pursuant to Federal Rule of Civil Procedure 23. The class which  
8 Plaintiff seeks to represent is composed of and defined as follows:

9 Plaintiff Class: All California SBC Global Services, Inc., SBC Long Distance LLC  
10 and AT&T Services, Inc. Database Administrators, Systems Administrators,  
11 Network Administrators, and all other exempt job positions converted to non-  
12 exempt positions on January 1, 2008 except for those job positions covered in the *Huang v. SBC Services, Inc., et al.*, U.S.D.C. Case No. 06 CV2238 DMS (WM) and the *Shoff v. ATT, SBC Services, Inc., et al.*, U.S.D.C. Case No. 07CV3289 DSF (AGRx) matters.

13 28. Further, Plaintiff seeks to certify a subclass of employees composed of and defined  
14 as follows:

15 Plaintiff Subclass (Overtime):

16 All California SBC Global Services, Inc., SBC Long Distance LLC and AT&T  
17 Services, Inc. Database Administrators, Systems Administrators, Network  
18 Administrators, and all other exempt job positions converted to non-exempt  
19 positions on January 1, 2008, except for those job positions covered in the *Huang*  
20 *v. SBC Services, Inc., et al.*, U.S.D.C. Case No. 06 CV2238 DMS (WM) and the  
21 *Shoff v. ATT, SBC Services, Inc., et al.*, U.S.D.C. Case No. 07CV3289 DSF  
(AGRx) matters, who, within four years of the filing of this complaint, were  
classified as exempt employees and not paid the legally requisite overtime rate for  
all hours worked in excess of eight (8) hours per workday and/or forty (40) hours  
per workweek.

22 29. Further, Plaintiff seeks to certify a subclass of employees composed of and defined  
23 as follows:

24 Plaintiff Subclass (Meal Period):

25 All California SBC Global Services, Inc., SBC Long Distance LLC and AT&T  
26 Services, Inc. Database Administrators, Systems Administrators, Network  
27 Administrators, and all other exempt job positions converted to non-exempt  
28 positions on January 1, 2008, except for those job positions covered in the *Huang*  
*v. SBC Services, Inc., et al.*, U.S.D.C. Case No. 06 CV2238 DMS (WM) and the  
*Shoff v. ATT, SBC Services, Inc., et al.*, U.S.D.C. Case No. 07CV3289 DSF  
(AGRx) matters, and who, within four years of the filing of this complaint, worked

1 periods exceeding five hours without an uninterrupted, off-duty, 30-minute meal  
 2 period and/or periods in excess of ten hours without a second uninterrupted,  
 3 off-duty, 30-minute meal periods, and were not provided compensation of one  
 4 hour's pay at the employee's regular rate for each such day.

5 30. Further, Plaintiff seeks to certify a subclass of employees composed of and defined  
 6 as follows:

7 Plaintiff Subclass (Rest Period):

8 All California SBC Global Services, Inc., SBC Long Distance LLC and AT&T  
 9 Services, Inc. Database Administrators, Systems Administrators, Network  
 10 Administrators, and all other exempt job positions converted to non-exempt  
 11 positions on January 1, 2008, except for those job positions covered in the *Huang*  
 12 v. *SBC Services, Inc., et al.*, U.S.D.C. Case No. 06 CV2238 DMS (WM) and the  
 13 *Shoff v. ATT, SBC Services, Inc., et al.*, U.S.D.C. Case No. 07CV3289 DSF  
 14 (AGRx) matters, and who, within four years of the filing of this complaint, worked  
 15 periods of four hours or a major fraction thereof without a rest period of at least 10-  
 16 minutes without compensation of one hour's pay at the employee's regular rate for  
 17 each such day.

18 31. Plaintiff reserves the right to amend or modify the Class description with greater  
 19 specificity or further division into subclasses or limitation to particular issues.

20 32. This action has been brought and may be maintained as a class action pursuant to  
 21 FRCP 23 because there is a well-defined common interest of many persons and it is impractical to  
 22 bring them all before the court.

23 a. The Plaintiff Class and Plaintiff Subclass members are so numerous that  
 24 the individual joinder of all such plaintiffs is impractical. While the exact number of class  
 25 members is unknown to Plaintiff at this time, Plaintiff believes there are well over 100 class  
 26 members. Therefore, joinder of all Plaintiff Class and Plaintiff Subclass members is impractical.

27 b. Common questions of law and fact exist as to the Plaintiff, Plaintiff Class  
 28 and Plaintiff subclass members, and predominate over any questions which affect only individual  
 members of the Plaintiff Class and Subclass. These common questions include, but are not  
 limited to:

(1) Whether Plaintiff and Plaintiff Class members are entitled to  
 overtime compensation from the Defendants under the applicable IWC Wage Orders, regulations  
 and statutes, or whether each member of the Plaintiff Class is "exempt" from the requirements of  
 overtime compensation as set forth in the applicable Wage Orders, regulations and statutes;



1 (2) Whether the Class members as a Class primarily performed non-  
2 exempt related functions and spent less than 50% percent of their time performing exempt  
3 functions;

4 (3) Whether Defendants failed to provide proper rest and meal periods  
5 or appropriate premium pay in lieu thereof;

6 (4) Whether the Defendants violated Unfair Competition Law, Business  
7 and Professions Code sections 17200, et seq., by their practices as alleged herein;

8 (5) Whether Defendants violated section 1174 of the Labor Code by  
9 failing to keep accurate records of the Plaintiff Class members' hours of work;

10 (6) The effect upon and the extent of any injuries sustained by the  
11 Plaintiff Class and Plaintiff Subclass members and appropriate type and/or measure of damages;

12 (7) Whether the separated employee members of the class are entitled  
13 to waiting time penalties under Labor Code section 203;

14 (8) The amount of restitution owed by the Defendants attributable to  
15 their violation of the Unfair Competition Law for failure to pay overtime compensation to the  
16 class members, and other wage violations;

17 (9) The appropriateness and nature of relief to each Plaintiff Class and  
18 Subclass member;

19 (10) The appropriate nature of class wide equitable relief; and

20 (11) The extent of liability of each Defendant, including DOE  
21 Defendants, to each Plaintiff Class and Subclass member.

22 c. Plaintiff is a member of the Plaintiff Class and subclasses, and has claims  
23 typical of the claims of the Plaintiff Class and subclass members. Plaintiff and all members of the  
24 Plaintiff Class and subclasses sustained similar injuries and damages arising out of Defendants'  
25 common course of conduct in violation of the law as alleged herein.

26 d. Plaintiff will adequately and fairly protect the interests of the members of  
27 the Plaintiff Class and subclasses. Plaintiff has been employed by the Defendants and paid on a  
28 salary basis as an exempt employee; however, he was in fact primarily performing non-exempt

1 duties at all times during the class period. He was not provided rest and meal periods, nor  
 2 compensation as required under IWC Wage Order 4. Therefore he is an adequate representative  
 3 for the Plaintiff Class and subclasses, as he has no interest adverse to the interests of the absent  
 4 class members. Plaintiff is represented by legal counsel who have substantial class action  
 5 experience in complex civil litigation and employment law.

6 e. A class action is superior to other available means of fair and efficient  
 7 adjudication of the claims of the Plaintiff Class subclass members, since joinder of all members of  
 8 the Plaintiff Class and subclasses is impractical. Class action treatment will allow a large number  
 9 of similarly-situated persons to prosecute their common claims in a single forum, simultaneously,  
 10 efficiently, and without the unnecessary duplication of effort and expense that numerous  
 11 individual actions would cause to such plaintiffs or to the court system. Further, the damages of  
 12 many individual class members may be relatively small, and the burden and expenses of  
 13 individual litigation would make it difficult or impossible for individual members of the class to  
 14 seek and obtain relief, while a class action will serve an important public interest. Moreover,  
 15 individual litigation would present the potential for inconsistent or contradictory judgments.

16 33. Plaintiff is unaware of any difficulties likely to be encountered in the management  
 17 of this action that would preclude its maintenance as a class action.

## 18 VI.

### 19 CAUSES OF ACTION

#### 20 FIRST CAUSE OF ACTION

#### 21 FAILURE TO PAY OVERTIME WAGES

22 (Plaintiff, Plaintiff Class and all Subclass Members against each Defendant)

23 34. Plaintiff incorporates all preceding paragraphs of this complaint as if fully alleged  
 24 herein.

25 35. Plaintiff and members of the Plaintiff Class and subclasses were regularly required  
 26 to work overtime hours and are entitled to overtime compensation for overtime work performed  
 27 for the Defendants, in an amount according to proof. Pursuant to Labor Code section 1194, the  
 28 Plaintiff Class members seek the payment of all overtime compensation which they earned and  
 accrued after four (4) years prior to filing of this complaint, according to proof.

1           36.     Additionally, Plaintiff and Plaintiff Class members are entitled to attorneys' fees,  
2 and costs, pursuant to California Labor Code section 1194 and prejudgment interest.

3           Wherefore, Plaintiff and members of the Plaintiff Class and subclasses request relief as  
4 hereinafter prayed for.

5  
6                                   **SECOND CAUSE OF ACTION**  
7 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**  
8 **(Plaintiff, Plaintiff Class and all Subclass Members against each Defendant)**

9           37.     Plaintiff incorporates all preceding paragraphs of this complaint as if fully alleged  
10 herein.

11           38.     Plaintiff and Plaintiff Class members are entitled to an hour of pay for each day  
12 that Defendants failed to properly provide one or more meal periods as set forth in the IWC Wage  
13 Orders, in an amount according to proof. Pursuant to Labor Code sections 226.7 and 512, the  
14 Plaintiff Class members seek the payment of all meal period compensation which they are owed,  
15 according to proof.

16           39.     Additionally, Plaintiff, Plaintiff Class and Subclass members are entitled to  
17 attorneys fees, and costs, and prejudgment interest.

18           Wherefore, Plaintiff and subclass members request relief as hereinafter prayed for.

19                                   **THIRD CAUSE OF ACTION**  
20 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**  
21 **(Plaintiff, Plaintiff Class and all Subclass Members against each Defendant)**

22           40.     Plaintiff incorporates all preceding paragraphs of this complaint as if fully alleged  
23 herein.

24           41.     Plaintiff and Plaintiff Class members are entitled to an hour of pay for each day  
25 that Defendants failed to properly provide one or more rest periods as set forth in the IWC wage  
26 orders, in an amount according to proof. Pursuant to Labor Code section 226.7, the Plaintiff Class  
27 members seek the payment of all rest period compensation which they are owed according to  
28 proof.

29           42.     Additionally, Plaintiff and subclass members are entitled to attorney's fees, and  
30 costs, and prejudgment interest.

1 Wherefore, Plaintiff and subclass members request relief as hereinafter prayed for.

2 **FOURTH CAUSE OF ACTION**  
 3 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED**  
 4 **EMPLOYEE WAGE STATEMENT PROVISIONS**  
 5 **(Plaintiff, Plaintiff Class and all Subclass Members against each Defendant)**

6 43. Plaintiff incorporates all preceding paragraphs of this complaint as if fully alleged  
 7 herein.

8 44. Section 226(a) of the California Labor Code requires Defendants to itemize in  
 9 wage statements all deductions from payment of wages and to accurately report total hours  
 10 worked by Plaintiff and the members of the proposed Class. Defendants have knowingly and  
 11 intentionally failed to comply with Labor Code section 226(a) on each and every wage statement  
 12 provided to Plaintiff and members of the proposed Class.

13 45. As a consequence of Defendants' knowing and intentional failure to comply with  
 14 Labor Code section 226(a), Plaintiff and the Class he seeks to represent are entitled to actual  
 15 damages or penalties not to exceed \$4000 for each employee pursuant to Labor Code section  
 16 226(b), together with interest thereon and attorneys' fees and costs.

17 Wherefore, Plaintiff and the Class he seeks to represent request relief as described below.

18 **FIFTH CAUSE OF ACTION**  
 19 **VIOLATIONS OF UNFAIR COMPETITION LAW**  
 20 **(Plaintiff, Plaintiff Class and all Subclass Members against each Defendant)**

21 46. Plaintiff incorporates all preceding paragraphs of this complaint as if fully alleged  
 22 herein.

23 47. The failure to pay lawful overtime compensation and rest and meal period pay to  
 24 each Plaintiff Class member, and timely pay all pay due upon termination of employment to each  
 25 subclass member, is an unlawful and unfair business practice within the meaning of Business and  
 26 Professions Code sections 17200, et seq., including but not limited to a violation of the applicable  
 27 State of California Industrial Welfare Commission Wage Orders, regulations and statutes, or is  
 28 otherwise a practice which is otherwise unfair and unlawful, including that the Defendants did not  
 pay tax contributions on the accrued overtime compensation in the form of FICA, Social Security,  
 Medicare and Unemployment Insurance.

1           48.     This cause of action is brought under Business and Professions Code sections  
2 17203 and 17204, commonly called the Unfair Competition Law. Under this cause of action and  
3 pursuant to Business and Professions Code section 17208, Plaintiff and all Plaintiff Class  
4 members seek restitution of overtime wages and other pay owed, where such wages were due each  
5 of the class members during the Class Period, commencing four (4) years prior to filing of this  
6 complaint, according to proof.

7           49.     This cause of action is brought as a cumulative remedy as provided in Business and  
8 Professions Code section 17205, and is intended as an alternative remedy for restitution for  
9 Plaintiff, each Plaintiff Class member and each subclass member for the time period, or any  
10 portion thereof, commencing within four (4) years prior to the filing of this complaint, and as the  
11 primary remedy for Plaintiff, each Plaintiff Class member and each subclass member for the time  
12 period of the fourth year prior to the filing of this complaint, as such one year time period exceeds  
13 the statute of limitations on statutory wage claims.

14           50.     As a result of the Defendants' unlawful and unfair business practice of failing to  
15 pay overtime and prompt payment of wages in violation of Labor Code sections 201 and 202,  
16 each Plaintiff Class member and Subclass member has suffered damages and is entitled to  
17 restitution in an amount according to proof.

18           51.     Further, Plaintiff requests the violations of the Defendants alleged herein be  
19 enjoined, and other equitable relief as this court deems proper including an order for the  
20 reclassification of Class Members to non-exempt status, and requiring and furnishing rest and  
21 meal periods and requiring payment by the Defendants of tax contributions on the accrued  
22 overtime compensation in the form of FICA, Social Security, Medicare, Unemployment Insurance  
23 or other appropriate payments.

24           Wherefore, Plaintiff, Plaintiff Class and subclass members request relief as hereinafter  
25 prayed for.

26 ///

27 ///

28 ///

VII.

**PRAYER FOR RELIEF**

Wherefore, Plaintiff, on his own behalf and on behalf of the Plaintiff Class and subclasses pray as follows:

1. That the court determine this action may be maintained as a class action and certify the Plaintiff Class and each Plaintiff Subclass;

2. That the court determine that the failure of the Defendants to pay overtime compensation to the Plaintiff and each Plaintiff Class member be adjudged and decreed to violate the applicable IWC Wage Orders, regulations and statutes;

3. That the Defendants be ordered to pay and judgment be entered for overtime wages for Plaintiff and each Plaintiff Class member on the First Cause of Action, according to proof;

4. That the Defendants be ordered to pay and judgment be entered for meal period pay on the Second Cause of Action, according to proof;

5. That the Defendants be ordered to pay and judgment be entered for rest period pay on the Third Cause of Action, according to proof;

6. That the Defendants be ordered to pay and judgment be entered for Labor Code section 203 penalties according to proof;

7. That the Defendants be ordered to pay and judgment be entered for penalties as authorized by Labor Code section 226(e) to Plaintiff and each subclass member on the Fourth Cause of Action, according to proof;

8. That the Defendants be found to have engaged in unfair competition in violation of Business and Professions Code sections 17200, et seq.;

9. That the Defendants be ordered and enjoined to pay restitution to Plaintiff, each Plaintiff Class member and each Plaintiff subclass member due to the Defendants' unlawful and unfair competition, including disgorgement of their wrongfully withheld wages and pay owed according to proof, and interest thereon pursuant to Business and Professions Code sections 17203 and 17204, on the Fifth Cause of Action;

///



1           10. That Defendants be enjoined from further acts of unfair competition and  
2 specifically from failing to pay overtime compensation and failing to provide rest and meal  
3 periods or appropriate compensation in lieu thereof to class members on the Fifth Cause of  
4 Action;

5           11. That Plaintiff, Plaintiff Class, and subclass members be awarded attorneys fees and  
6 costs pursuant to statute, including but not limited to Labor Code section 1194 and Code of Civil  
7 Procedure section 1021.5;


8           12. Otherwise determine the appropriate remedy to compensate Plaintiff, each Plaintiff  
9 Class and each subclass member as required to promote fairness and justice, including but not  
10 limited to establishing procedures for compensation, compensation amounts and fluid recovery if  
11 appropriate;

12           13. Prejudgment Interest; and

13           14. Any other relief as this court deems proper.

14 COHELAN & KHOURY  
15 BARRITT SMITH LLP  
16 Counsel for Plaintiff

17 Dated: May 13, 2008

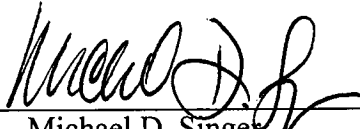
18 By:   
19 Michael D. Singer

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

22 COHELAN & KHOURY  
23 BARRITT SMITH LLP  
24 Counsel for Plaintiff

25 Dated: May 13, 2008

26 By:   
27 Michael D. Singer  
28

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

ERFAN "ERIC" AMIDI, on behalf of himself and all others similarly-situated

(b) County of Residence of First Listed Plaintiff Los Angeles  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Michael D. Singer, Esq., SBN 115301, COHELAN & KHOURY  
605 C Street, Suite 200, San Diego, CA 92101, (619) 595-3001

## DEFENDANTS

SBC GLOBAL SERVICES, INC.; SBC LONG DISTANCE, LLC, AT&T SERVICES, INC., DOES 1 through 100, Inclusive

County of Residence of First Listed Defendant SAN DIEGO  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.  
BY YMW DEPUTY

Attorneys (If Known)

**08 CV 0858 H NLS**

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input checked="" type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	

## V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgement

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. Section 1332

Brief description of cause:  
Plaintiff brings this class action lawsuit against Defendants for violations of California Labor Laws.

## VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

5/13/08

Michael D. Singer

FOR OFFICE USE ONLY

RECEIPT #

15086da

AMOUNT

\$350

APPLYING IFP

JUDGE

MAG. JUDGE

TS 05/13/08

CS

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 150866      — MB**

**May 13, 2008  
16:23:17**

**Civ Fil Non-Pris**

USAO #: 08CV0858 CIVIL FILING

Judge.: MARILYN L HUFF

Amount.: \$350.00 CK

Check#: BC18166

**Total-> \$350.00**

FROM: ERFAN AMIDI, ET AL VS SBC GLOB  
ET AL